

PATENT

Attorney Docket No. 463077-00005

Attorney File No. A-67229-6/RFT/RMS/RMK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

DAHIYAT et al.

Serial No.: 09/782,004

Filed: February 12, 2001

For: *Protein Design Automation
for Protein Libraries*

Group No. 1631

Examiner: Michael L. Borin

Express Mail Label No. EV 554099055 US

TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING REJECTION

Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Petitioner, **Xencor, Inc.**, represents that it is the assignee of the entire right, title, and interest of

- (1) the instant application, U.S. Serial No. 09/782,004 filed on February 12, 2001;
- (2) U.S. Patent No. 6,403,312, issued June 11, 2002, which is a Continuation-in-part of U.S. Serial No. 09/564,961, filed May 4, 2000, pending; and
- (3) U.S. Serial No. 09/927,790, filed August 10, 2001, pending, which is a Continuation-in-part of U.S. Serial No. 09/782,004, pending, filed February 12, 2001 which is a Continuation of U.S. Serial No. 09/419,351 filed October 15, 1999, now U.S. Patent No. 6,403,312.

- 1 -

Written assignment proof for Serial No. 09/927,790, is recorded in the U.S. Patent and Trademark Office at Reel/Frame 012502/0412. Written assignment proof for Serial No. 09/419,351, now U.S. Patent No. 6,403,312, is recorded in the U.S. Patent and Trademark Office at Reel/Frame 011517/0330. Copies of the assignments are attached to this Terminal Disclaimer.

Xencor, Inc. hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154-156 and 173, as shortened by any terminal disclaimer of Serial No. 09/419,351, now U.S. Patent No. 6,403,312.

Xencor, Inc. hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Xencor, Inc. does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154-156 and 173 of Serial No. 09/419,351, now U.S. Patent No. 6,403,312, as shortened by any terminal disclaimer, in the event that the patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer.

The undersigned is empowered to act on behalf of the petitioner/assignee. The undersigned has reviewed the evidentiary documents in the chain of title of the present application identified above, and certifies that, to the best of assignee's knowledge and belief, title is in the assignee, Xencor, Inc.

Also included herewith is the terminal disclaimer fee of \$65.00 under 37 C.F.R. 1.20(d). While Applicants believe that no other fees are due at this time, the Commissioner is authorized to charge any fees, including extension fees or any other relief that may be required, in connection with this reply to Deposit Account 50-2319 (Order No. 463077-00005; Docket No.: A-67229-6).

The undersigned is an attorney or agent of record.

DORSEY & WHITNEY LLP

Dated: May 9, 2005
Customer No.: 32940
Four Embarcadero Center
Suite 3400
San Francisco, CA 94111-4187
Telephone: (415) 781-1989
Facsimile: (415) 398-3249

By: 

Robin M. Silva, Reg. No. 38,304

Attorney of Record for Applicant

Filed Under 37 C.F.R. § 1.34



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

APRIL 30, 2001

PTAS

FLEHR HOHBACH TEST ALBRITTON & HERBERT
ROBIN M. SILVA
FOUR EMBARCADERO CENTER
SUITE 3400
SAN FRANCISCO, CA 94111-4187



101618330A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 02/12/2001

REEL/FRAME: 011517/0330
NUMBER OF PAGES: 9

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

DAHIYAT, BASSIL I.

DOC DATE: 06/15/2000

ASSIGNOR:

HAYES, ROBERT J.

DOC DATE: 06/16/2000

ASSIGNOR:

BENTZIEN, JORG

DOC DATE: 06/16/2000

ASSIGNOR:

FIEBIG, KLAUS M.

DOC DATE: 06/20/2000

ASSIGNEE:

XENCOR, INC.
111 W. LEMON AVENUE
MONROVIA, CALIFORNIA 91016

SERIAL NUMBER: 09419351

PATENT NUMBER:

FILING DATE: 10/15/1999

ISSUE DATE:

011517/0330 PAGE 2

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

02-21-2001



ION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

PATENTS ONLY

Patent and Trademark Office

To the Ho. 101618330

arks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bassil I. DAHIYAT; Robert J. HAYES;
Jorg BENTZIEN; Klaus M. FIEBIGAdditional name(s) of conveying
party(ies) attached?

[] Yes [x] No

3. Nature of Conveyance:

[x] Assignment

[] Merger

[] Security Agreement

[] Change of Name

Execution Date: June 16, 2000 and June 20, 2000

2. Name and address of receiving party(ies):

Internal Address: Xencor, Inc.

Street Address: 111 W. Lemon Avenue

City: Monrovia

State: California

Zip: 91016

Additional name(s) & address(es) attached?

[] Yes [x] No

4. Application number(s) or patent number(s): One (1)

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s): 09/419,351

B. Patent No.(s)

Additional numbers attached? [] Yes [x] No

5. Name and address of party to whom correspondence concerning
document should be mailed:

Name: Robin M. Silva

Internal Address: FLEHR HOHBACH TEST

ALBRITTON & HERBERT LLP

Street Address: SUITE 3400

FOUR EMBARCADERO CENTER

City: SAN FRANCISCO

State: CA

Zip: 94111-4187

6. Total number of applications and patents involved:

One (1)

7. Total fee (37 CFR 3.41):.....\$40.00

[x] Enclosed

[] Authorized to be charged to deposit account

8. Deposit account number: 06-1300

Please debit any underpayment or credit any overpayment
to the above deposit account.

Our Order No. A-67229-2/RFT/RMS/RMK

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached
copy is a true copy of the original document.*

Robin M. Silva

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: [9]

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
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Washington, DC 20231

02/20/2001 RAHMED1 00000066 09419351

40.00 DP

01 FC:581

File No. A-67229-2/RFT?RMS/RMK

Rev. 8/93

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

WHEREAS, the undersigned,

(1) BASSIL I. DAHIYAT, (2) ROBERT J. HAYES,

(3) JÖRG BENTZIEN, (4) KLAUS M. FIEBIG,

(hereinafter termed "Inventors"), residents of

(1) LOS ANGELES, (2) ALTADENA,

(3) PASADENA, (4) FRANKFURT, GERMANY,

respectively, Counties of

(1) LOS ANGELES, (2) LOS ANGELES,

(3) LOS ANGELES, (4) n/a,

respectively, States of

(1) CALIFORNIA, (2) CALIFORNIA,

(3) CALIFORNIA, (4) n/a,

respectively, have invented certain new and useful improvements in

PROTEIN DESIGN AUTOMATION FOR PROTEIN LIBRARIES

and have executed an application for a United States patent disclosing and identifying the invention on the _____ day of _____, 2000 and having Serial No. 09/419,351 and filing date of October 15, 1999; and

WHEREAS, XENCOR, INC. a corporation of the State of CALIFORNIA, having a place of business at 2585 NINA STREET, PASADENA 91107-3708, State of CALIFORNIA, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on

said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

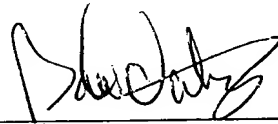
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this

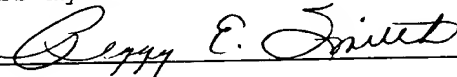
(1) 15 day of June, 2000 (2) 16 day of June, 2000,
(3) 16 day of June, 2000, (4) _____ day of _____, 2000,
respectively.

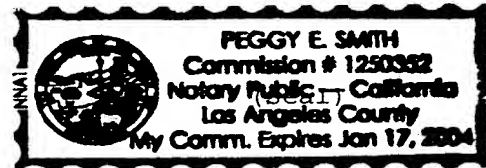
County of Los Angeles
State of California

(1) 
BASSIL I. DAHIYAT
,)
) ss.
,)


On this 16th day of June, in the year 2000, before me,
Peggy E. Smith, Notary Public of the State of California,
personally appeared (1) BASSIL I. DAHIYAT, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he executed the
same in his authorized capacity(ies), and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

WITNESS my hand and official seal.

Signature 




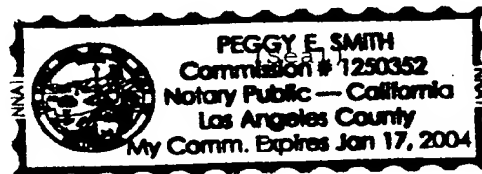
County of Los Angeles
State of California

(2) 
ROBERT J. HAYES
,)
) ss.
,)

On this 16th day of June, in the year 2000, before me,
Peggy E. Smith, Notary Public of the State of California,
personally appeared (2) ROBERT J. HAYES, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he executed the
same in his authorized capacity(ies), and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

WITNESS my hand and official seal.

Signature 



County of Los Angeles
State of California

(3)

Jörg Bentzien
JÖRG BENTZIEN

,)

) ss.

,)

On this 16th day of June, in the year 2000, before me,
Peggy E. Smith, Notary Public of the State of _____,
personally appeared (3) JÖRG BENTZIEN, personally known to
me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument, and acknowledged that he
executed the same in his authorized capacity(ies), and that by his
signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Peggy E. Smith



(4)

KLAUS M. FIEBIG

County of _____

,)

) ss.

State of _____

,)

On this _____ day of _____, in the year _____, before me,
_____, Notary Public of the State of _____,
personally appeared (4) KLAUS M. FIEBIG, personally known to me (or proved
to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument, and acknowledged that he executed the
same in his authorized capacity(ies), and that by his signature on the
instrument the person, or the entity upon behalf of which the person acted,
executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

ASSIGNMENT

(NOT ACCOMPANYING APPLICATION)

COPY

WHEREAS, the undersigned,

(1) BASSIL I. DAHIYAT, (2) ROBERT J. HAYES,

(3) JÖRG BENTZIEN, (4) KLAUS M. FIEBIG,

(hereinafter termed "Inventors"), residents of

(1) LOS ANGELES, (2) ALTADENA,

(3) PASADENA, (4) FRANKFURT, GERMANY,

respectively, Counties of

(1) LOS ANGELES, (2) LOS ANGELES,

(3) LOS ANGELES, (4) n/a,

respectively, States of

(1) CALIFORNIA, (2) CALIFORNIA,

(3) CALIFORNIA, (4) n/a,

respectively, have invented certain new and useful improvements in

PROTEIN DESIGN AUTOMATION FOR PROTEIN LIBRARIES

and have executed an application for a United States patent disclosing and identifying the invention on the _____ day of _____, 2000 and having Serial No. 09/419,351 and filing date of October 15, 1999; and

WHEREAS, XENCOR, INC. a corporation of the State of CALIFORNIA, having a place of business at 2585 NINA STREET, PASADENA 91107-3708, State of CALIFORNIA, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on

said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHERE the said Inventors have executed and delivered this instrument to said Assignee this

(1) 15 day of June, 2000 (2) _____ day of _____, 2000,
(3) _____ day of _____, 2000, (4) 20 day of June, 2000,
respectively.

(1) 
BASSIL I. DAHIYAT

County of

,)

) ss.

State of

.)

On this _____ day of _____, in the year _____, before me, _____, Notary Public of the State of _____, personally appeared (1) BASSIL I. DAHIYAT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

(2) _____
ROBERT J. HAYES

County of

,)

) ss.

State of

.)

On this _____ day of _____, in the year _____, before me, _____, Notary Public of the State of _____, personally appeared (2) ROBERT J. HAYES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

County of

State of

(3)

JÖRG BENTZIEN

,)

) ss.

.)


On this ____ day of _____, in the year _____, before me, _____, Notary Public of the State of _____, personally appeared (3) JÖRG BENTZIEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

(4)



KLAUS M. FIEBIG

County of

State of

,)

) ss.

.)

On this ____ day of _____, in the year _____, before me, _____, Notary Public of the State of _____, personally appeared (4) KLAUS M. FIEBIG, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

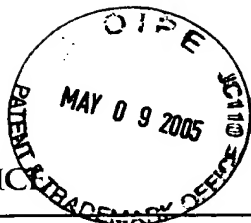
WITNESS my hand and official seal.

Signature _____

(Seal)



UNITED STATES
PATENT AND
TRADEMARK OFFICE



**CORRECTED
NOTICE**

MAY 07, 2002

PTAS

Commissioner for Trademarks
Arlington, VA 22202-3513
www.uspto.gov

FLEHR HOHBACH TEST ALBRITTON & HERBERT
LLP
ROBIN M. SILVA
FOUR EMBARCADERO CENTER, SUITE 3400
SAN FRANCISCO, CA 94111-4187



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RECORDATION DATE: 01/23/2002

REEL/FRAME: 012502/0412
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

DAHIYAT, BASSIL I.

DOC DATE: 12/17/2001

ASSIGNOR:

HAYES, ROBERT J.

DOC DATE: 12/17/2001

ASSIGNOR:

BENTZIEN, JORG

DOC DATE: 12/17/2001

ASSIGNOR:

FIEBIG, KLAUS M.

DOC DATE: 10/24/2001

ASSIGNEE:

XENCOR

111 W. LEMON AVENUE

MONROVIA, CALIFORNIA 91016

SERIAL NUMBER: 09927790

FILING DATE: 08/10/2001

PATENT NUMBER:

ISSUE DATE:

012502/0412 PAGE 2

DOROTHY RILEY, PARALEGAL
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

05-02-2002



COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner

102075606

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Bassil I. DAHIYAT; Robert J. HAYES; Jörg BENTZIEN;
Klaus M. FIEBIG

Additional name(s) of conveying
party(ies) attached?

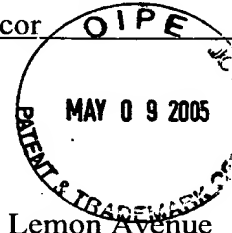
☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
Execution Date: October 24, 2001; December 17, 2001

2. Name and address of receiving party(ies):

Internal Address: Xencor



Street Address: 111 W. Lemon Avenue

City: Monrovia

State: California

Zip: 91016

Additional name(s) & address(es) attached?

☐ Yes ☒ No

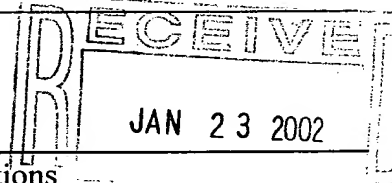
4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s): 09/927,790

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No



5. Name and address of party to whom correspondence concerning
document should be mailed:

Name: Robin M. Silva
Internal Address: FLEHR HOHBACH TEST
ALBRITTON & HERBERT LLP

Street Address: SUITE 3400
FOUR EMBARCADERO CENTER
City: SAN FRANCISCO
State: CA Zip: 94111-4187

6. Total number of applications
and patents involved: One (1)

7. Total fee (37 CFR 3.41):.....\$40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: 06-1300

Please debit any underpayment or credit any overpayment
to the above deposit account.

Our Order No. A-67229-9/RFT/RMS/RMK
(Attach duplicate of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy
is a true copy of the original document.*

Renee M. Kossiak, Reg No. 41,717 for
Robin M. Silva, Reg No. 38,304
Name of Person Signing

Renee M. Kossiak
Signature

12/21/01

Date

Total number of pages including cover sheet, attachments and document: [6]

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

01/29/2002 DBYRNE 00000018 09927790
01 FC:581 40.00 OP
Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

File No. A-67229-9/RFT/RMS/RMK

Rev. 8/93

ASSIGNMENT

WHEREAS, Bassil I. DAHIYAT, Los Angeles California; Robert J. HAYES, Altadena, California; Jöerg BENTZIEN, Pasadena, California; and Klaus M. FIEBIG, Frankfurt, GERMANY, has invented certain new and useful improvements in and have filed an application for a United States patent entitled: **PROTEIN DESIGN AUTOMATION FOR PROTEIN LIBRARIES** bearing Serial No. 09/927,790, filed August 10, 2001, disclosing and identifying the invention; and

WHEREAS, XENCOR, a corporation of the state of CALIFORNIA, having a place of business at 111 W. Lemon Avenue; Monrovia, State of CALIFORNIA, hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional

applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this

(1) _____ day of _____, 2001 (2) _____ day of _____, 2001
(3) _____ day of _____, 2001 (4) 24th day of October, 2001
respectively.

(1) _____
Bassil I. DAHIYAT

County of _____)
State of _____) ss

On this ____ day of _____, in the year _____, before me, _____, Notary Public of the State of _____, personally appeared (1) Bassil I. DAHIYAT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacit(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Signature _____

applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

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4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this

(1) 17th day of December, 2001 (2) 17th day of December, 2001
(3) 17th day of December, 2001 (4) _____ day of _____, 2001
respectively.

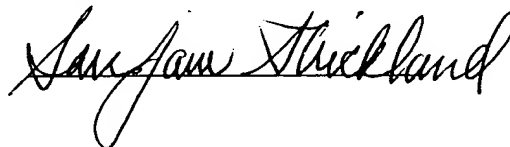
(1) 
Bassil I. DAHIYAT

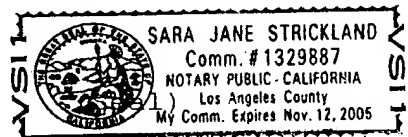
County of LOS ANGELES)
State of CALIFORNIA) ss
)

On this 17th day of DECEMBER, in the year 2001, before me, SARA JANE STRICKLAND, Notary Public of the State of CALIFORNIA, personally appeared (1) Bassil I. DAHIYAT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacit(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature





(2)

Robert J. HAYES

County of LOS ANGELES

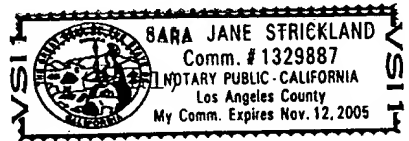
State of CALIFORNIA

On this 17th day of DECEMBER, in the year 2001, before me, SARA JANE STRICKLAND, Notary Public of the State of CALIFORNIA, personally appeared (2) Robert J. HAYES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacit(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Sara Jane Strickland



(3)

Jörg BENTZIEN

County of LOS ANGELES

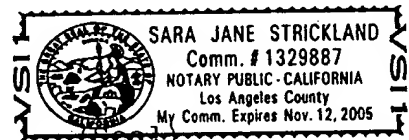
State of CALIFORNIA

On this 17th day of DECEMBER, in the year 2001, before me, SARA JANE STRICKLAND, Notary Public of the State of CALIFORNIA, personally appeared (3) Jörg BENTZIEN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacit(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Sara Jane Strickland



(4)

Klaus M. FIEBIG

(2)

Robert J. HAYES

County of

)

)ss

State of

.)

On this ____ day of _____, in the year _____, before me, _____, Notary Public of the State of _____, personally appeared (2) Robert J. HAYES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacit(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Signature

(3)

Jöerg BENTZIEN

County of

)

)ss

State of

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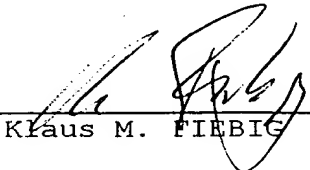
On this ____ day of _____, in the year _____, before me, _____, Notary Public of the State of _____, personally appeared (3) Jöerg BENTZIEN personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacit(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

Signature

(4)


Klaus M. FIEBIG